

BellSouth Telecommunications, Inc.
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Nashville, TN 37201-3300

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REGULATORY AFFAIRS
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EXECUTIVE SECRETARY

September 21, 2001

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

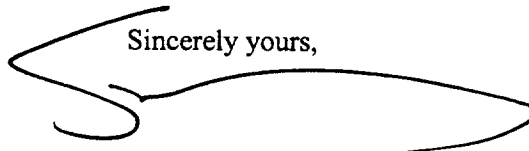
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Aeneas Communications LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 01-00634 *00835*

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Aeneas Communications LLC and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated January 9, 2001. The Amendment revises Attachment 2 to the Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Jonathan Harlan, Aeneas Communications, LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Aeneas Communications, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 01-00634 00835

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND AENEAS COMMUNICATIONS, LLC
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Aeneas Communications, LLC ("Aeneas") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated January 9, 2001 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Aeneas and BellSouth state the following:

1. Aeneas and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Aeneas. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on April 3, 2001.

2. The parties have recently negotiated an Amendment to the Agreement which amends Attachment 2 to the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Aeneas and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The

Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Aeneas within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Aeneas and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Aeneas and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 24th day of Sept., 2001.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

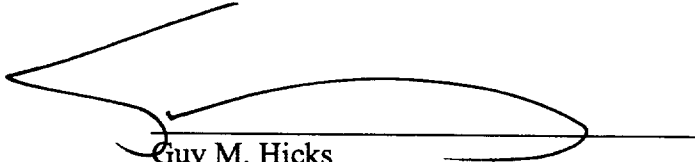
By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 28 day of Sept, 2001:

Jonathan Harlan
Aeneas Communications
301 South Church Street
Jackson, TN 38301


Guy M. Hicks

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
AENEAS COMMUNICATIONS LLC AND
BELLSOUTH TELECOMMUNICATIONS, INC.**

Pursuant to this Amendment, (the "Amendment"), Aeneas Communications, LLC and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 9, 2001 ("Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment 2, Section 4.1.3 is augmented with new subsections 4.1.3.2.1 through 4.1.3.2.6 as follows:
 - 4.1.3.2.1 Unbundled Local Switching, together with Common Transport and, if necessary, Tandem Switching, provides to Aeneas Communications LLC local subscribers local calling and the ability to presubscribe to a primary carrier for intraLATA toll service and a primary carrier for interLATA toll service.
 - 4.1.3.2.2 Provided that Aeneas Communications LLC purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an Aeneas Communications LLC local end user, or originated by a BellSouth local end user and terminated to an Aeneas Communications LLC local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge Aeneas Communications LLC the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and Aeneas Communications LLC shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.
 - 4.1.3.2.3 Where Aeneas Communications LLC purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an Aeneas Communications LLC end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge Aeneas Communications LLC the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and

Aeneas Communications LLC shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

- 4.1.3.2.4 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill Aeneas Communications LLC the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.
- 4.1.3.2.5 Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and Aeneas Communications LLC shall not bill BellSouth originating or terminating switched access for such calls.
- 4.1.3.2.6 BellSouth shall assess retroactive charges for UNE transport and switching associated with using the BellSouth LPIC if a CLEC has been able to previously select BellSouth as the end user LPIC prior to the option allowing the selection of a BellSouth provided LATA-wide local calling area being offered.
2. All of the other provisions of the Agreement, dated January 9, 2001, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Aeneas Communications LLC

Signature

Name

Jonathan V. Harlan
CEO

Title

Date

07-25-01

BellSouth Telecommunications, Inc.

Signature

Name

Title

Date

Gregory R Follensbee

Gregory R Follensbee

Senior Director

8/1/01